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Contract Database Metadata Elements

Title: **South Orangetown Central School District and South Orangetown Secretaries Association (2007) (MOA)**

Employer Name: **South Orangetown Central School District**

Union: **South Orangetown Secretaries Association**

Effective Date: **07/01/07**

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN the Superintendent of Schools and the Board of Education of the South Orangetown Central School District, hereinafter referred to as "The District" and the South Orangetown Secretaries Association, hereinafter referred to as "The Association":

WHEREBY, the District and the Association agree to revive and incorporate the provisions of the collectively negotiated agreement between them that expired on June 30, 2007 into a successor agreement effective July 1, 2007 through June 30, 2011, except as modified by the following provisions:

1. **Memorandum of Agreement** - Delete in its entirety.
2. **Article II (D) - Evaluation** - Modify the provisions as follows:
 - a. Delete the second sentence and replace with "The District shall utilize an evaluation form that is a combination of a check list and a narrative.
 - Delete the third sentence and replace with "There shall be mid-year evaluation conferences when deficiencies in job performance have been observed."
 - b. Change the evaluation schedule by changing the dates from September to early Fall, January to mid-year, and May to end of year.
3. **Article II (E) - Vacancies** - Specify vacancies in the "bargaining unit". (At page 3)
4. **Article II (G) - Contract Days** - (Effective 7/1/08) Delete and replace with:

"Unit members shall work in twelve month positions and be entitled to 20 vacation days each year, if hired on or before July 1, 2008 and shall receive 19 paid holidays as determined by the District, in consultation with the Association. Unit members hired on or after July 1, 2008 shall be entitled to (15) fifteen days of vacation for the first four years of employment. During the first school year of employment, vacation shall be accrued at the rate of 1.25 days per month and may be used following the accrual. Commencing with the next school year of employment vacation days shall vest on July 1. Commencing with the fifth school year of employment unit members shall be entitled to 20 days of vacation each school year with the days vesting on July 1. Up to

Five (5) vacation days may be carried forward for use in future year.

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JB K. H.

5. **Article II (H) - Health Benefits** - Increase employee premium contributions to 10.0% YR 1, 11.0% YR2, 13.0% YR3 and 15.0% YR4 of Individual or Family -. Delete the reference to contributions being limited to 2% of salary.

Also, delete the last paragraph in its entirety and replace with:

“Upon retirement into the New York State Employees Retirement System, unit members hired on or after July 1, 2008, who have worked for at least ten (10) years through (19) years in the South Orangetown Central School District shall be entitled to District contributions towards health insurance in retirement at the same percentage level paid during the final year of active service in the District. All unit members hired before July 1, 2008 who have worked for at least ten years in the District and those unit members hired on or after July 1, 2008 who have worked for at least twenty (20) years in South Orangetown Central School District shall be entitled to 100% Individual/100% Family District premium contributions.” (At page 4 - 5)

Medicaid Part B – the District shall reimburse under Medicare Part B at the floor contribution level regardless of the retirement income of a retired unit member; provided however, that if the District’s health insurance plan is the New York State Health Insurance Plan, the District shall make Medicare Part B reimbursements consistent with the requirements of said plan.

6. **Article II (L) - Co-Payment of Benefits** - Delete. (At page 6)
7. **Article II (O) - Paid Holidays** – (Effective 7/1/08) Modify to state:
- “The District shall calendar nineteen (19) paid holidays each school year that will be determined following consultation with the Association.” (At page 6)
8. **Article II (P) - Paid Vacation** – (Effective 7/1/08) Delete in its entirety. (At page 6)
9. **Article II (Q) - Staff Development Day** – (Effective 7/1/2008) Delete in its entirety. (At page 6)
10. **Article III - Emergency Closing** – (Effective 7/1/08) Delete the last paragraph. (At page 7)
11. **Article V (A) - Promotions and Transfers** - Modify to conform with Article II (B) modification. (At page 8)



12. **Article VII (E) - Sick Leave Bank** - Replace with SMOA language dated June 11, 2008 (At page 11)
13. **Article VIII (A) - Work Year** – (Effective 7/1/08) Delete in its entirety. (At page 11)
14. **Article VIII (B) - Work Schedule** – (Effective 7/1/08) Delete and replace with:

“Tentative vacation schedules shall be determined at the beginning of each school year. Proposed final vacation plans shall require one month’s prior written notice with the employee’s supervising principal or supervising administrator responding to within 10 Business Days. Such requests shall not unreasonably be denied. (At page 12)
15. **Article VIII (D) - Additional Work Days** - (Effective 7/1/08) Delete in its entirety. (At page 12)
16. **Article IX (6) - Entire Agreement** - Add full “zipper clause” language. (At page 13). “The parties agree that negotiations shall not be reopened during the term of this agreement concerning any of the terms and conditions contained herein, as well as with respect to items proposed but withdrawn during the course of negotiations that lead to this agreement.”
17. **Article XI (D) (4) - Arbitration** - Replace the AAA with a contractual panel of five (5) arbitrators; Bonnie Siber Weinstock, Jeffrey Selchick, Carol Wittenberg, Howard Edelman and Marlene Gold. (At page 13)
18. **Article XI (E) (3), (4) and (5) - Extinguished Committees** - Delete in their entirety. (At page 16)
19. **Article VII (H) - [NEW] - Worker’s Compensation** - To read as follows:
20. “In the event a unit member is injured while at work and Workers’ Compensation covers the injury, the members shall receive, for the first seven (7) days of time lost from work due to such injury, the difference between the amount paid by Workers’ Compensation and his/her regular salary. Thereafter, the District shall apply sick leave time to the extent of the employee’s accumulation and current allotment of sick leave days. The District shall then be entitled to receive the advanced wage payment reimbursement from the Workers’ Compensation insurer for all days for which sick leave days have been paid. Upon receipt of the reimbursement from the Workers’ Compensation insurer, the District shall reinstate sick leave days on a pro-rata basis (i.e.: the value of the reimbursement divided by the per diem rate of pay shall equal the percentage of sick leave days restored).” (At page 11)
21. **(New) Per-Diem Rate** – add to the agreement effective 7/1/08 that the per-diem rate of pay shall be 1/240 of annual compensation.

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22. **Memorandum of Agreement (At page 1) - Four Year Agreement Effective July 1, 2007 through June 30, 2011**

23. **Article II – Wages, Hours, and Conditions of Employment of Office Personnel:**

Section A – Salary (At page 2): Increase salary schedules by Yr.1 3.00% plus step, Yr., 2 3.25% plus step, Yr.,3 3.25% plus step and Yr.,4 3.50% plus step (work year equity adjustments will be made effective July 1, 2008 for pre July 1, 2008 hirees to bring such unit members up to a 222 work-year in a 12-month work year model.) Also, effective July 1, 2008 to establish the 1/240 per-diem rate the annual increases reference above for each of the four years shall be increased by 1% per year.

24. **Salary Schedule Changes:** Effective July 1, 2007 Steps 24 and 26 of each column on the salary schedule shall be removed, thereby establishing a 26 step schedule. Effective July 1, 2010 Steps 22 of each column on the salary schedule shall be removed, thereby establishing a 25 step schedule

25. **(New) Longevity:** After 10-14 years in the unit \$750, 15-19 years in the unit \$1,000, 20-24 years in the unit \$1,250 and 25+ years in the unit \$1,500, non-cumulative.

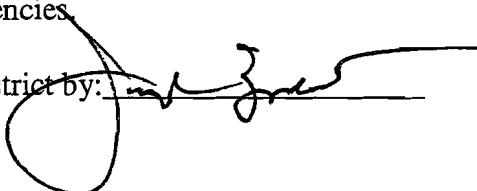
26. **Article II – Wages, Hours and Conditions of Employment of Office Personnel – Section L – Co-Payment of Benefits (At page 6) – delete.**

27. **Article VII – Leaves: Section C – Bereavement Leave (At page 10):** Add step-parent and step-child to list of eligible family members for four days due to death.

28. **Article VII – Leaves: Section D – Sick Leave (At page 10):** Increase compensation for accumulated sick leave to \$40.

29. **Article XII – Miscellaneous (At page 17):** Add: Signed copies of the Collective Bargaining Agreement shall be distributed to the membership within 90 days of ratification.

SO AGREED THIS 11TH DAY OF JUNE, 2008, subject to ratification by the respective constituencies.

The District by: 

The Association by: 